

**Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094**



**BID DOCUMENTS
FOR
SCHMIDT'S WOODS INVASIVE
SPECIES MANAGEMENT**

**BID OPENING DATE: Thursday August 17, 2023
BID OPENING TIME: 10:00am**

**TOWN OF SECAUCUS
OFFICE OF PURCHASING
1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094**

**PREPARED BY: PAUL COWIE AND ASSOCIATES
& CHRISTINE SMITH, QPA, RPPS, TOWN OF SECAUCUS**

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1.0 BID NOTICE
“Schmidt’s Woods Invasive Species Management”

PLEASE TAKE NOTICE that the Town of Secaucus requests submission of bids for Schmidt’s Woods Invasive Species Management. Bids will be received by the Town Clerk of the Town of Secaucus (“Town”), or their designee, on **August 17, 2023, at 10:00 a.m.**, prevailing time, at 1203 Paterson Plank Road, Chambers 2, Secaucus, New Jersey 07094, at which time said bids will be publicly opened and considered.

Obtaining Bid Documents:

Bid documents may be examined and obtained online at www.Secaucusnj.gov or at the Office of Purchasing, 1203 Paterson Plank Road, 3rd Floor, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m.

All bid addenda or clarifications will be issued on the Town’s website at www.Secaucusnj.gov. All interested bidders are solely responsible for checking the website through the bid opening date and time listed above for any changes to the bid specifications or bid opening.

The Town of Secaucus is only responsible for forwarding addendum to the bidders who obtained the bid documents from the Secaucus Office of Purchasing and have left the appropriate contact information, or those who have put the Town of Secaucus on notice that they have received the specifications from the Town Website.

Pre-Bid Meeting:

A Pre-Bid Meeting will be held on Thursday August 10, 2023 @ 10:00am at Schmidt’s Woods Park, located at 26 MillRidge Road, Secaucus, NJ 07094. Attendance is not mandatory but is strongly encouraged.

Submission of Bid:

The office hours of the Town Clerk to receive bids are weekdays from 9:00 a.m. to 4:00 p.m., holidays excepted. The within bid must be provided to the Town Clerk prior to or in person at the time and place fixed for the bid opening.

An original and two (2) copies of the proposal documents must be submitted to and be received by the Town, via mail or hand delivery, by the time and place stated in the Legal Notice to Bidders. Bid documents **will not** be accepted by facsimile transmission or e-mail. Any and all documents submitted to this Bid Request not received by the Town by the time and date specified for receipt will be rejected.

Bids must be enclosed in sealed envelopes bearing on the outside: The name and address of the bidder, the word “BID”, and the bid project number (if applicable) and title. Said bids shall be addressed to the Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, 2nd Floor, Secaucus, New Jersey 07094. It is the bidder’s responsibility that bids are presented at the time and at the place designated.

The Town reserves the right to consider bids for sixty (60) days after the receipt thereof, and further reserves the right to waive any technical non-conformance or minor irregularities in, as well as the option to reject any or all bids for any reason set forth in N.J.S.A. 40A:11-13.2 et seq.

Bidder Requirements:

All bidders are required to comply with the requirements of N.J.S.A. 52:32-44 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 7:30 et seq.), N.J.A.C. 7:30 et seq and any and all bid terms herein.

The Town reserves the right to waive any technical non-conformance or minor irregularities in, as well as, the option to reject any or all bids for any reason set forth in N.J.S.A. 40A:11-13.2 et seq.

This bid has been advertised in accordance with the “Fair and Open Basis” and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.7).

By order of the Town of Secaucus.

2.0 **DEFINITIONS**

“BID DOCUMENTS” means all documents requesting bid proposals including the Bid Notice, Definitions, Instructions to Bidders, Specifications, Bid Proposal Checklist, Bid Proposal Form, Technical Specifications, Affidavit of Non-Collusion, Affidavit and Questionnaire of Bidder’s Experience and Financial Responsibility, Statement of Ownership of Corporation or Partnership, addenda (if any), all documents submitted by the bidder and the Contract.

“CONTRACT” means the written agreement executed by and between the Contractor and the Town, as amended, changed, or modified and shall include all Bid Documents.

“CONTRACT ADMINISTRATOR” means the Town’s Purchasing Agent or their designee.

“CONTRACTOR” means the lowest responsible bidder to whom the award of the Contract shall be made pursuant to N.J.S.A. 40A:11-1, *et seq.*

“TOWN” refers to the Town of Secaucus.

“LEGAL NEWSPAPER” for purposes of these Bid Documents, means THE JERSEY JOURNAL.

“URBAN FORESTER” Paul Cowie and Associates, Inc. and its designated representatives.

“NJ PESTICIDE APPLICATOR BUSINESS” A business holding a valid New Jersey Pesticide Applicator Business License from the New Jersey Department of Environmental Protection.

“NJ COMMERCIAL PESTICIDE APPLICATOR” Individual holding a valid New Jersey Commercial Pesticide Applicator Certification with appropriate category certifications from the New Jersey Department of Environmental Protection.

“INVASIVE SPECIES”

1. Garlic mustard (*Alliaria petiolata*)
2. Japanese barberry (*Berberis thunbergii*)
3. Oriental bittersweet (*Celastrus orbiculatus*)
4. Wintercreeper euonymus (*Euonymus fortunei*)
5. Rose of Sharon (*Hibiscus syriacus*)
6. Phragmites (*Phragmites australis* subsp. *australis*)

7. Mile-a-minute (*Polygonum perfoliatum*)
8. Japanese knotweed (*Reynoutria japonica*)
9. Multiflora rose (*Rosa multiflora*)
10. Wineberry (*Rubus phoenicolasius*)

“INVASIVE TREE SPECIES”

1. Tree-of-heaven (*Ailanthus altissima*)
2. White mulberry (*Morus alba*)
3. Black locust (*Robinia pseudoacacia*)

“NATIVE SPECIES”

1. Greenbrier (*Smilax* spp.)
2. Poison ivy (*Toxicodendron radicans*)

Definitions set forth in N.J.S.A. 40A:11-2 are incorporated herein by reference.

3.0 SCHMIDT'S WOODS INVASIVE SPECIES MANAGEMENT SPECIFICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Schmidt's Woods Invasive Species Map indicates general locations of invasive species.
- B. Schmidt's Woods Invasive Species GPS points of invasive species locations.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Methods of management of invasive plant species. Use method indicated for different species.
- B. The goals of this project are as follows:
 - 1. Minimize spread and reduce populations of large areas of invasive species to lessen ecological impacts and clear areas for future reforestation efforts.
 - 2. Eliminate small areas of invasive species and individual plants.

1.3 DEFINITIONS

- A. Town
 - 1. Town of Secaucus, New Jersey and its designated representatives.
- B. Urban Forester
 - 1. Paul Cowie and Associates, Inc. and its designated representatives.
- C. NJ Pesticide Applicator Business
 - 1. A business holding a valid New Jersey Pesticide Applicator Business License from the New Jersey Department of Environmental Protection.
- D. NJ Commercial Pesticide Applicator
 - 1. Individual holding a valid New Jersey Commercial Pesticide Applicator Certification with appropriate category certifications from the New Jersey Department of Environmental Protection.
- E. Invasive species
 - 11. Garlic mustard (*Alliaria petiolata*)
 - 12. Japanese barberry (*Berberis thunbergii*)
 - 13. Oriental bittersweet (*Celastrus orbiculatus*)
 - 14. Wintercreeper euonymus (*Euonymus fortunei*)
 - 15. Rose of Sharon (*Hibiscus syriacus*)
 - 16. Phragmites (*Phragmites australis* subsp. *australis*)

- 17. Mile-a-minute (*Polygonum perfoliatum*)
- 18. Japanese knotweed (*Reynoutria japonica*)
- 19. Multiflora rose (*Rosa multiflora*)
- 20. Wineberry (*Rubus phoenicolasius*)
- F. Invasive tree species
 - 4. Tree-of-heaven (*Ailanthus altissima*)
 - 5. White mulberry (*Morus alba*)
 - 6. Black locust (*Robinia pseudoacacia*)
- G. Native species
 - 3. Greenbrier (*Smilax* spp.)
 - 4. Poison ivy (*Toxicodendron radicans*)

1.4 SUBMITTALS

- A. Product label for each product to be used, to be submitted within 2 weeks of contract award.
- B. Mixture ratios for each product to be used, to be submitted within 2 weeks of contract award.
- C. Material Safety Data Sheets for each product to be used, to be submitted within 2 weeks of contract award.
- D. Certifications and qualifications of each individual to perform work under this contract, to be submitted within 2 weeks of contract award.
- E. Documentation of valid Pesticide Applicator Business License, to be submitted within 2 weeks of contract award.
- F. Treatment Log, to be updated and submitted to the Urban Forester and Town after every treatment and include location, date, personnel, and treatments applied. The updated treatment log shall be submitted within 48 hours of treatments applied.
- G. Upon project completion, Contractor shall prepare a statement including any recommended follow-up monitoring and treatment needed over the next 2 to 5 years.

1.5 QUALITY ASSURANCE

- A. Qualifications of Contractor
 - 1. Established history of invasive species management.
 - 2. Reliable identification of invasive species and ability to distinguish from similar native species.
 - 3. Pesticide Applicator Business License.
- B. An individual holding a valid NJ Commercial Pesticide Applicator certification, with appropriate category certifications required for work on this project from the New

Jersey Department of Environmental Protection, shall directly supervise all chemical applications.

- C. A Pre-Management Meeting shall be held before invasive species management operations begin. Meet with the Urban Forester and/or Town to review invasive species management areas, procedures, and responsibilities.

1.6 MEASUREMENT AND PAYMENT

- A. Invasive species management will be considered satisfactorily completed when each species' presence has been reduced throughout the project area to the satisfaction of Urban Forester and Town, and in accordance with the following metrics:

- Garlic mustard – approximately 75%
- Japanese barberry – approximately 75%
- Oriental bittersweet – approximately 75%
- Wintercreeper euonymus – approximately 75%
- Rose of Sharon – approximately 75%
- Phragmites – approximately 75%
- Mile-a-minute – approximately 75%
- Japanese knotweed – approximately 75%
- Multiflora rose – approximately 75%
- Wineberry – approximately 75%
- Invasive tree species under 4 inches in diameter – approximately 75%

- B. Contractor will be paid according to the following schedule, upon project manager approval of payment:

1. After September 2023 and 2023 growing season item completion – 20%
2. After November 2023 item completion– 20%
3. After June 2024 item completion – 20%
4. After July 2024 item completion – 20%
5. After September 2024 and 2024 growing season item completion – 20%

PART 2 – PRODUCTS

2.1 MATERIALS

A. Equipment

1. Hand-held, backpack, or mechanical power spray equipment for all methods requiring foliar sprays.

2. Extractigator, Shrub Buster, Weed Wrench, or similar tool for hand pull method.
 3. Swing blades, pruners, shears, or similar tool for repeat cut and spray method.
 4. Handsaw, chainsaw, or similar tool for cut stump method.
 1. Equipment that may significantly compact soil and/or disturb wildlife, such as heavy, motorized vehicles, shall not be used without prior approval.
- A. Herbicides
1. Vastlan, manufactured by Corteva Agriscience (5% solution in water for foliar spray methods, 50% solution in water for cut stump method)
 2. Arborchem NPD, manufactured by Arborchem Products (5% solution in water)
 3. AquaNeat, manufactured by Cygnet Enterprises, Inc (2% solution in water)
 4. MSO Concentrate, manufactured by Loveland Products, Inc. (2% solution in water)
 5. Spray indicator dye mixed according to manufacturer's instructions.
 6. Other herbicides may be substituted for those listed above but must be approved by the Urban Forester and Town prior to use.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Locate and clearly flag invasive species management area boundaries and individual plants with flagging tape. The Urban Forester will assist in locating invasive species management areas and individual plants.
- B. Limit work to areas identified during the Pre-Management Meeting.
 1. Investigate the site and identify any potential environmental components that may be negatively impacted by herbicide application. These may include site intrusion by humans and/or domesticated pets, existing valuable trees, shrubs, or groundcovers, and existing bird nests or wildlife. Contractor shall notify Urban Forester and/or Town of any identified issues.
 2. Any unintended consequences shall be the responsibility of Contractor.
- C. Contractor shall secure all applicable permits prior to starting work and for the duration of the project. A New Jersey Department of Environmental Protection (NJDEP) Aquatic Permit will be required for this project.
- D. Post Notification Signs at all park entrances and paths adjacent to herbicide treated areas prior to the commencement of treatments, in accordance with New Jersey Pesticide Control Code (N.J.A.C. 7:30).
- E. Notify Urban Forester and Town in writing 24 hours prior to each herbicide application or other management activities.

- F. Herbicides shall be mixed by a NJ Commercial Pesticide Applicator with appropriate category certifications.
- G. All persons participating in herbicide procedures must wear personal protective equipment meeting or exceeding herbicide manufacturer's requirements.
- H. Do not apply herbicide when vegetation is wet or when rain is predicted within 24 hours.
- I. Use a spray indicator dye in all herbicide applications.

3.2 REPEAT CUT AND SPRAY METHOD – LARGE PATCHES OF PHRAGMITES AND JAPANESE KNOTWEED

- A. Repeat Cut and Spray Method shall be used to manage large areas containing phragmites and Japanese knotweed, such as those in areas 3, 6, and 8.
- B. Cut vegetation using hand tools in November 2023. Rake cut vegetation and dispose of in sealed trash containers in accordance with applicable regulations and best practices to prevent spread. Clean tools prior to leaving the site.
- C. Spray foliage with AquaNeat and MSO Concentrate in June 2024.
- D. Cut vegetation using hand tools 4 weeks later, in July 2024. Rake cut vegetation and dispose of in sealed trash containers in accordance with applicable regulations and best practices to prevent spread. Clean tools prior to leaving the site.
- E. Spray foliage with AquaNeat and MSO Concentrate 8 weeks later, in September 2024.
- F. Prevent damage to adjacent nontarget species, especially young hardwood trees.
- G. Do not mow phragmites or Japanese knotweed.

3.3 HAND PULL METHOD – GARLIC MUSTARD, JAPANESE BARBERRY, WINTERCREEPER EUONYMUS, ROSE OF SHARON, MILE-A-MINUTE, WINEBERRY, SMALL AREAS OF JAPANESE KNOTWEED, SMALL AREAS OF MULTIFLORA ROSE

- A. Hand Pull Method shall be used to manage small areas of invasive species and individual plants.
- B. Conduct Hand Pull Method any time during the 2023 growing season.
- C. Repeat Hand Pull Method during the 2024 growing season, as necessary.
- D. Use hand tools such as handheld weeders, trowels, or other small tools to remove the entire plant from the ground. Remove all root mass intact without breakage.
- E. Dispose of plants in sealed trash containers in accordance with applicable regulations and best practices to prevent spread. Clean tools prior to leaving the site.
- F. Prevent damage to adjacent nontarget species, especially young hardwood trees.

- G. Do not use motorized or vehicular equipment unless approved by Urban Forester and/or Town.
- 3.4 CUT STUMP METHOD – LARGE AREAS OF MULTIFLORA ROSE, INVASIVE TREES UNDER 4 INCHES DIAMETER
- A. Cut Stump Method shall be used to manage large invasive species management areas containing multiflora rose and any invasive trees under 4 inches in diameter.
 - B. Conduct Cut Stump Method in September 2023.
 - C. Repeat Cut Stump Method in September 2024, as necessary.
 - D. Cut vegetation flush to within 1 inch of the ground level and immediately apply Vastlan to the cut stem.
 - E. Chip all cut material to a maximum length of 6 inches and broadcast on site.
 - F. Prevent damage to adjacent nontarget species, especially young hardwood trees.
- 3.5 WINDOW CUT AND FOLIAR SPRAY METHOD – ORIENTAL BITTERSWEET
- A. Window Cut and Foliar Spray Method shall be used to manage Oriental bittersweet vines.
 - B. Window cut vines in November 2023. Make one cut at ground level and one cut at 4 feet from the ground.
 - C. Spray foliage with Vastlan and Arborchem NPD in June 2024.
 - D. Repeat window cut in July 2024, as necessary.
 - E. Repeat foliage spray in September 2024, as necessary.
 - F. Dispose of plant materials in sealed trash containers in accordance with applicable regulations and best practices to prevent spread. Clean tools prior to leaving the site.
 - G. Prevent damage to adjacent nontarget species, especially young hardwood trees.
- 3.6 WINDOW CUT METHOD – GREENBRIER IN DESIGNATED AREAS
- A. Window Cut Method shall be used to manage greenbrier vines to release young trees. Use only where identified by Urban Forester and/or Town.
 - B. Window cut vines any time during the 2023 growing season.
 - C. Repeat Window Cut Method during the 2024 growing season, as necessary.
 - D. Make one cut at ground level and one cut at 4 feet from the ground.
 - E. Scatter resulting debris on site.
- 3.7 VEGETATION MANAGEMENT ALONG PATHS AND AROUND EXERCISE EQUIPMENT
- A. Conduct operations in September 2023.

- B. Spray Vastlan and Arborchem NPD 5 feet from path edges to control native and nonnative species creep.
- C. Spray Vastlan and Arborchem NPD 10 feet from exercise equipment to control native and nonnative species creep.
- D. Repeat operations in September 2024.

Pre-Bid Meeting:

A Pre-Bid Meeting will be held on Thursday August 10, 2023 @ 10:00am at Schmidt's Woods Park, located at 26 Millridge Road, Secaucus, NJ 07094. Attendance is not mandatory but is strongly encouraged.

4.0

INSTRUCTIONS TO BIDDERS

4.1 **BID PROCESS AND SCHEDULING**

Sealed bids shall be received by the Town of Secaucus, hereinafter referred to as “Town”, in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

Sealed bids shall be received by the designated representative at the time and location as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.

Bid documents may be examined and obtained online at www.Secaucusnj.gov or at the Office of Purchasing, 1203 Paterson Plank Road, 3rd Floor, Secaucus, New Jersey 07094, phone 201-330-2026, during business hours, 9:00 a.m. until 4:00 p.m.

All communications concerning this bid or the bid process shall be directed to the Town’s Designated Contact Person, in writing. An original and two (2) copies of each bid shall be forwarded to:

Designated Contact Person:

Michael Marra, Town Clerk
Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Bid documents must be submitted to and be received by the Town, via mail or hand delivery, by 10:00 a.m. on August 17, 2023. Bid documents will not be accepted by facsimile transmission or e-mail. All bids will be publicly opened and read by the Purchasing Agent or their designee, as set forth in the Bid Notice.

Subsequent to issuance of these Bid Documents, the Town (through the issuance of addenda to all known firms that have received a copy of the bid package and through an online posting at www.Secaucusnj.gov) may modify, supplement or amend the provisions of these Bid Documents in order to respond to inquiries received from prospective bidders or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

4.2 **BID SUBMISSIONS**

Upon submission of a response to this Bid Request, bidder acknowledges and consents to the following conditions relative to the submission and review and consideration of its Bid Package:

- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope. Bid submissions must be addressed to the Town and above designated contact person, bearing the name and address of the bidder written on the face of the envelope, and clearly marked “BID”, with the Project Title and Number being identified.
- Proposal documents must be submitted to and be received by the Town, via mail or hand delivery, at the time and place stated in the Legal Notice to Bidders. Bid documents will not be accepted by facsimile transmission or e-mail. Any and all documents submitted to this Bid Request not received by the Town by the time and date specified for receipt will be rejected. The Town is not responsible for submissions misdirected, lost in transit or mail any time before submission opening or hand-delivered to an incorrect location. Any Bids not received by the date and time specified for receipt will be returned unopened.
- Neither the Town, nor their respective staffs, consultants nor advisors shall be liable for any claims or damages resulting from the solicitation or preparation of the documents submitted to this Bid Request, nor will there be any reimbursement to bidders for the cost of preparing and submitting a Bid Package or for participating in this procurement process.
- Submissions forwarded to the Town Clerk before the time of opening of submissions may be withdrawn upon receipt of written application (via hand delivery, overnight courier, or regular mail) of the bidder. Submissions may not however, be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions are opened, they must remain firm for sixty (60) days, unless a written Mayor and Council waiver is granted.
- Each document required to be submitted by the bidder (see Bid Proposal Checklist) must be properly completed in accordance with these Bid Documents. Bidders shall submit the requested information on the form provided in these Bid Documents, with supplemental pages, if needed.
- All documents submitted shall become the property of the Town and will not be returned (with the exception of following the above instructions for withdrawing a bid, and “permission for bidder to withdraw bid for public works” as stated within these specifications). All documents submitted will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
- On the Bid Proposal Form, bidder must state the prices and rates offered, written or typed in ink, in words and numbers for each item requested. If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals,

including any formula, the unit prices shall prevail. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

- More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- The Bid Proposal Form shall include the cost of all work, materials, labor, equipment, transportation, insurance, etc. with all else necessary to perform in accordance with the Specifications. No additional costs shall be permitted (except for Change Orders approved by the Mayor and Council on construction contracts only).
- Estimated Quantities (Open-End Contracts): The Town has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc.
- The Specifications and all other documents attached hereto shall become part of the contract.

- Bidder is not to assume the minimum billing for each item is eight (8) hours. Billing for certain items shall be for actual time used and fractions of one (1) hour shall be billed at .25 hours.
- Each bidder shall sign the documents to be submitted, where applicable, as follows:
 - For a corporation, by an authorized principal executive officer;
 - For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - By a duly authorized representative.
- Bidders will not be permitted to use Subcontractors not indicated in the Bid Response documents unless written approval of the Town of Secaucus is obtained prior to such. If subcontractors are used, the contractor will be held responsible for any and all work done by the subcontractor, as well as their compliance with the laws and requirements of these specifications, during the length of the contract.
- Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidder should consult the statutes or legal counsel for further information.

- The undersigned hereby agrees to provide complete performance in accordance with the Bid Documents for the prices listed and representations related to this Bid Form.
- The bidder represents that it has read and understands the Bid Documents in total and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission serves as the bidder’s representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Bid Documents or lack of information concerning same.

- Each bidder shall submit one (1) original set of completed Bid Documents and two (2) copies.
- The Contractor shall ensure that no agent of employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage Clause herein contained for breach hereof.

4.3 OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town will open and read aloud publicly every bid received at the time set for receiving bids. Bidders and other persons are encouraged to be present during the opening of bids.

4.4 BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid.

A. BID GUARANTEE ☐

A certified check or bank draft or satisfactory bid bond payable to the Town of Secaucus in the amount of Ten Percent (10%) of the total price bid, but not to exceed Twenty Thousand Dollars (\$20,000.00) executed by a bidder and a surety company authorized to do business in the State of New Jersey is required per N.J.S.A. 40A:11-21. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Town. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract.

Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY ☐

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey (N.J.S.A. 2A:44-143), and acceptable to the Town stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or

by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a Consent of Surety form shall result in rejection of the bid.

C. PERFORMANCE BOND ☐

The successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND ☐

The successful bidder shall with the delivery of the performance bond submit an executed payment bond (N.J.S.A. 2A:44-143) to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND ☐

Upon acceptance of the work by the Town, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year

_____ 2 years

4.5 INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance ☒

Worker's Compensation Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Employer's Liability limits of Liability shall not be less than the following:

\$1,000,000 each accident
\$1,000,000 each disease, each employee
\$1,000,000 disease, policy limit

2. General Liability Insurance ☒

General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of Liability shall not be less than the following:

\$2,000,000 General Aggregate per location/per job
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury Limit
\$1,000,000 Each Occurrence

3. Automotive Liability Insurance ☒

Automotive Liability insurance covering contractor for claims arising from owned, hired, leased, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage, shall be maintained in full force during the life of the contract.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Town as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Town as an additional insured.

C. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town and its Council Members, administrators, officers, employees and agents (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”) from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys’ fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town) and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified Party. Contractor’s obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers’ compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

4.6 STATUTORY AND OTHER REQUIREMENTS

AFFIRMATIVE ACTION REQUIREMENTS

Prior to the execution of the contract, the successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. The contract will include the language included as Exhibit A/B in this specification.

CONSTRUCTION CONTRACTS

The successful construction contractor(s) shall complete and submit an N.J. EEO Monitoring Program Initial Project Workforce Report (Form AA-201) upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. In accordance with N.J.A.C. 17:27-7, the contractor also agrees to submit a copy

of the Monthly Project Workforce Report (Form AA-202) once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract.

NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to read the Americans with Disabilities language that is part of this specification and agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The successful bidder will hold the Town harmless for any violations committed under the contract.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Respondent shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The mandatory language and terms of the Business Registration law are set forth below. A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-9292.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.)

Pursuant to N.J.S.A. 52:32-44. The Town of Secaucus ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

The Contractor shall provide written notice to its subcontractors who are named in the bid or a response to a request for proposals of the responsibility to submit proof of business registration to the Contractor.

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Failure to submit the BRC with the bid is NOT a cause for rejection. However, if it is not provided prior to execution of a contract, the bidder's bid guarantee shall be forfeited, and the contract shall be awarded to the next lowest responsible bidder.

○ EMERGENCY PURCHASES OR CONTRACTS

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (PL 1977, c.33) provides that no business organization, regardless of form of Township shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Township shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, sole proprietorship, publicly owned corporation, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

Failure to submit an ownership disclosure document shall result in rejection of the bid and cannot be remedied pursuant to N.J.S.A. 40A:11-23.2.

Not for-profit-entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN AND RUSSIA-BELARUS

N.J.S.A. 52:32-57 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. N.J.S.A. 52:32-60.1, et seq (P.L. 2022, c. 3) prohibits State and local public contracts with persons or entities engaging in certain activities in Russia and Belarus. Bidders must indicate if they comply with the law by certifying the Combined Prohibited Russia-Belarus and Iran Investment Activities form. Pursuant to P.L. 2022, c. 3(1)(d)(2) the Town is required to notify the New Jersey Attorney General if it determines a false certification has been submitted. **Failure to submit a Combined Prohibited Russia-Belarus and Iran Investment Form shall result in rejection of the bid.**

SURVEYS, PERMITS AND REGULATIONS FOR CONSTRUCTION CONTRACTS

The Town shall provide all boundary surveys, if available, and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Town, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be

secured and paid for by the contractors unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Town, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the A/E in writing, and any necessary changes shall be adjusted as provided in Section 13 changes in the work.

ANNUAL POLITICAL CONTRIBUTION DISCLOSURE

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC. The report will include certain contributions and contract information for the current calendar year. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

DISPUTES OVER BILLING

All disputes over billing and payment cycles shall be resolved as outlined within Dispute Resolution of this document.

4.7 NON-COLLUSION AGREEMENTS

Each bidder submitting a bid to the Town shall execute and attach to the Bid Form an affidavit, substantially in the form herein provided, to the effect that they have not entered or acted in any collusive manner with any other person, firm or corporation or any elected official, employee, agent, servant or representative of the Town of Secaucus, in regard to any bid submitted.

4.8 RIGHTS OF THE TOWN

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this Bid Request and the procurement process in accordance with the provisions of applicable law:

- The Town reserves the right to waive any minor irregularities, if insignificant to the overall bid. N.J.S.A. 40A:11-13.2 et seq.
- The Town reserves the right in its sole judgment to reject any bidder that submits incomplete responses to this Bid Request or a Statement that is not responsive to this Bid Request.

- The Town reserves the right, without prior notice, to supplement, amend or otherwise modify these Bid Documents or otherwise request additional information through issuance of addenda to all prospective bidders who have received a copy of this Bid Request.
- To waive any technical or non-conformance minor irregularities with the terms of this Bid Request.
- To change or alter the schedule for any events called for in this Bid Request upon the issuance of notice to all prospective bidders who have received a copy of this Bid Request and provided contact information to the Town.
- To conduct investigations of any or all of the bidders, as the Town deems necessary or convenient, to clarify the information provided as part of the Statement and to request additional information to support the information included in any Statement.
- The Town may request bidders to send representatives to the Town for interviews and bid clarification(s).
- To suspend or terminate the procurement process described in this Bid Request at any time (in its sole discretion). If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the bidders.
- The Town shall be under no obligation to complete all or any portion of the process described in this Bid Request.
- All awards are subject to the availability of funding.

4.9 REQUIRED DOCUMENTATION

If boxes for the following items are checked, they are mandatory requirements of the bid proposal and contract

DOCUMENT CHECKLIST ☒

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

NON-COLLUSION AGREEMENTS ☒

Each bidder submitting a bid to the Town shall execute and attach to the Bid Form an affidavit, substantially in the form herein provided, to the effect that they have not entered or acted in any collusive manner with any other person, firm or corporation or any elected official, employee, agent, servant or representative of the Town of Secaucus, in regard to any bid submitted.

SUB-CONTRACTOR LISTING ☒

The bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid. Bidders will not be permitted to use Subcontractors not indicated in the Bid Response documents unless written approval of the Town of Secaucus is obtained prior to such.

Failure to submit a Subcontractor document shall result in rejection of the bid and cannot be remedied pursuant to N.J.S.A. 40A:11-23.2(d) and N.J.S.A. 40A:11-16(b).

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT ☐

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums, and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at a Town's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

PREVAILING WAGE ACT ☐

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Town within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-5.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and

Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

All workmen employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. If any workmen employed by the contractor or his subcontractors have been paid less than required, then the Town may terminate the contractor's or subcontractor's right to proceed with the work. The contractor or his subcontractors and their sureties would be liable to the Town for any excess costs occasioned by this action.

PUBLIC WORKS CONTRACTOR REGISTRATION ☐

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at https://www.nj.gov/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

Contractors, subcontractors, and their surety companies will be responsible to the Town for any costs that may be associated with the Contractors' misrepresentation of these provisions.

EQUIPMENT CERTIFICATION ☒

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the Town of the equipment that the bidder will have access to the equipment is required with the bid

4.10 TERM OF CONTRACT – LIQUIDATED DAMAGES

The terms of this contract shall be completed within the time specified for completion of the work. The Town reserves the right to extend this term of the contract upon application by the contractor providing evidence of circumstances beyond the control of the contractor preventing his successful

completion of the contract.

In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to the Town the following schedule of Liquidated Damages:

\$500.00 per calendar day for one (1) to fifteen (15) days
\$1,000 per calendar days for sixteen (16) to thirty (30) days
\$2,000 per calendar day for greater than thirty (30) days

For each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the Town will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the Town will suffer by reason of such delay, and not as a penalty. The Town will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

The successful bidder/ contractor shall not assign transfer, convey, sublet, or otherwise dispose of any interest in this contract without the prior written consent of the Town.

4.11 EXCEPTIONS TO THE BID DOCUMENTS

Any conditions, limitations, provisions, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

4.12 EXAMINATION OF BID PURPOSE AND CONTRACT DOCUMENTS

Prior to submitting a bid, the bidder shall and by submitting a bid, the bidder represents and warrants that they have:

- Carefully examined the Bid Documents and addenda, if any.
- Fully acquainted and familiarized itself with the purpose and conditions of the bid as they exist, the manufacturers and/or goods requested and the character of the operations to be carried out under the proposed Contract and made such investigation so that the bidder fully understands the facilities, equipment difficulties and restrictions accompanying the goods requested under the Contract.

- Brought to the attention of the Town any variations in the Bid Documents and the actual conditions that would affect the bid. The variations shall be reported in accordance with this document.
- Should the bidder observe that any of the Bid Documents are at variance with applicable laws, statutes, codes or regulations in any respect or that there are errors, inconsistencies or ambiguities in the Bid Documents, the bidder shall promptly notify the Town in writing in accordance with this document.

4.13 INTERPRETATION/ADDENDA

No oral interpretation or clarification will be made to any potential bidder as to the meaning of the Bid Documents, except that a request to the Commissioner as to the prevailing wage rate in the municipality shall be provided, if applicable. A request for an interpretation or clarification shall be made in writing via hand delivery, overnight courier, or regular mail to the Secaucus Town Clerk, Michael Marra, 1203 Paterson Plank Road, 2nd Floor, Secaucus, New Jersey 07094, phone (201) 330-2017. The request shall be considered upon receipt of such request at least three (3) business days prior to the date fixed for the opening of bids. Every interpretation made will be in the form of an addendum to the Bid Documents and notice will be provided by facsimile or e-mail to all potential bidders on record with the Town as having received the Bid Documents. Said shall also be posted online at www.Secaucusnj.gov. All addenda issued become part of the Bid Documents.

Failure of the bidder to acknowledge receipt of all addenda shall not relieve the bidder from any obligation. Failure to acknowledge receipt of all addenda will result in the rejection of the bid.

4.14 DISCREPANCIES IN BID

If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Town of the extended totals shall govern.

4.15 OBJECTIONS TO CONTRACT DOCUMENTS

All potential bidders are advised to examine the Bid Documents carefully. Any potential bidder who wishes to challenge the Bid Documents shall file such challenge in writing no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract to extent permitted by law.

4.16 VENDOR/MANUFACTURER QUALIFICATIONS

The Town will make any investigation it deems necessary to determine the ability of a bidder to provide the goods and services required by the Bid Documents. The bidder agrees to furnish to the Town all such information and data for this purpose as the Town requests. The Town reserves the right to reject any bid if the evidence submitted by or investigation of, the bidder fails to satisfy the Town that the bidder, vendor and manufacturer are properly qualified to carry out the obligations of the Bid Documents.

4.17 COMPLIANCE WITH LAWS, REGULATIONS AND INDUSTRY STANDARDS

The Contractor shall comply with applicable state and federal statutes, rules, regulations, codes and standards. Neither the citation to the State of New Jersey or federal standards or regulations, nor the omission of such citation in the Technical Specifications, shall be interpreted as limiting the bidders obligation to comply with all controlling statutes, rules, regulations, codes and standards.

In addition, contractors on projects for public work shall adhere to any and all applicable requirements of the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.25 et seq., and the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48. A statement of corporate ownership and of compliance with state laws governing equal employment opportunity and affirmative action on the forms attached shall be submitted

Any Specifications are set forth on the relevant page or in the Attachments. To the extent any provision in the following Technical Specifications conflict with any state or other regulations, the regulations shall remain in control.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) provides that laborers or mechanics shall receive compensation at a rate not less than one and one half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in any work week. In the event of violations, the contractor or sub-contractor shall be liable to any affected employee for his unpaid wages.

All contractors, subcontractors, borrower, and/or sub-recipients are required to administer and enforce the labor standards requirements set forth in Section 570.605 of the regulations of the Housing and Community Development Act of 1974.

SAFETY & PROTECTION

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor

will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

Other Related Statutes:

- TITLE 40A, Chapter 11, Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.
- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

4.18 MATERIALS AND SUPPLIES AND “OR EQUAL” PROVISION

The bidder shall obtain supplies, and repair and replacement parts through specified Town approved vendors in order to maintain the government property in good condition. The Town reserves the right to supply needed items and parts to be utilized by Contractor. Any costs for supplies not available through Town specified vendors or as provided by the Town shall only be acquired with Town approval and at the rate set forth in the Bid Proposal.

In the event the Bid Documents require the furnishing of any brand name, the requirement shall be deemed to mean and shall be interpreted to require the furnishing of the brand name or equivalent. The Town reserves the right to determine, in its sole discretion, whether a brand or component is equivalent to that requested or to reject any proposed equivalent in the event it is not compatible with systems, facilities, components or accessories already owned or used by the Town. Bidder shall utilize only manufactured and farm products of the United States, wherever available, pursuant to N.J.S.A. 40A:11-18. The bidder shall be required to disclose on its Bid Proposal Form or the Technical Specifications if it will furnish a product other than those requested.

4.19 EXCEPTIONS, COMMENTS, ENHANCEMENTS

After each component detailed in the Specifications, the bidder shall indicate any exceptions, comments or enhancements it proposes. The Town reserves the right to determine in its sole discretion whether an exception or deviation from the Specifications or from any other requirement of the Bid Documents, is material.

4.20 REJECTION OF BIDS

The Town of Secaucus reserves the right to reject any and all bids for any one or more of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2
- All bids pursuant to N.J.S.A. 40A:11-4 (b)(4)
- Qualifications of Bidders

The Town of Secaucus may make such investigation as it deems necessary to determine the ability of the bidder to perform the contract and the bidder shall furnish to the Town all such information and data for this purpose as may be requested. The right is reserved to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract.

- Multiple Bids Not Acceptable

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

- Unbalanced Bid

In any bid which contains more than one item or unit price, the Town shall reserve the right to reject a bid where the unit prices are not balanced so as to reflect the actual cost of the work to be performed or the materials supplied.

- Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Town in an unacceptable manner, may be rejected.

- Failure to Enter into Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Saturdays, Sundays, and holidays excepted, the Town may then, at its option, accept the bid of the next lowest responsible bidder (N.J.S.A. 40A:11-24(b))

- Any conditions, limitations, provisions, amendments or other changes attached or added by the bidder to any of the provisions of these Bid Documents or any changes made by the bidder on the Bid Proposal Form may result in the rejection of the bid.

4.21 AWARD OF THE CONTRACT

- The contract will be awarded to the lowest responsible and responsive bidder pursuant to N.J.S.A. 40A:11-4a.
- When two or more bids are equal and are the lowest responsible bids, the Town may award the Contract to the bidder whose bid, in the discretion of the Town, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.
- Term: The length of the contract shall be for one and one-half (1.5) years.
- No minimum payment is implied or guaranteed.
- Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget
- If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- The Town may at its sole discretion also elect to award the contract on the basis of unit prices. The form of contract shall be submitted by the Town to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Town; material exceptions shall not be approved.
- Successful bidder/respondent shall complete W-9 Form and submit to the Town prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

4.22 NOTICE OF AWARD, EXECUTION OF CONTRACT AND DELIVERY OF DOCUMENTS

Within fifteen (15) business days of notice of the award of the contract, the successful bidder shall deliver to the Town the executed Contract, the performance and payment bond (if required by the Bid Documents), insurance documentation reflecting the required insurance coverage; the appropriate affirmative action documentation; and any other documents required by the Office of Purchasing.

- Failure to deliver the aforementioned documents in a form satisfactory to the Town and commence the contract as required in the Bid Documents shall be cause for the Town to declare the bidder non-responsive and to award the contract to the next lowest bidder.

- Failure of the Successful bidder to commence the contract will become liable for the difference in the proposal awarded and the amount of the next contract which the Town will be obligated to award, along with any other expenses incurred by the Town as a result in the Bidders failure to fulfill the awarded contract.
- In the event that a new contract has not been awarded prior to this contract expiration date, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration of the contract.

4.23 TERMINATION OF CONTRACT

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the Contractor violates any requirements of the Contract, the Town shall thereupon have a right to terminate the Contract by giving written notice to the Contractor of such termination at least thirty (30) days prior to the proposed effective date of termination. Such termination shall relieve the Town of any obligation for the balances to the Contractor of any sum or sums set forth in the Contract.

Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract by the Contractor, and the Town may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Town from the Contractor is determined.

The Contractor agrees to indemnify and hold harmless from any liability to subcontractor concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the Town under this provision.

In case of default by the Contractor, the Town may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The Contractor cannot transfer or assign the contract awarded without the Town's express written permission.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new contractor(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Town.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Town.

The Town may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

The contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

For contracts that exceed one year, each fiscal year payment obligation of the Town is conditioned upon the availability of Town funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Town at the end of any fiscal year may terminate such services. The Town will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed to permit the Town to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Town by notice to the parties.

4.24 PAYMENTS

- Invasive species management will be considered satisfactorily completed when each species' presence has been reduced throughout the project area to the satisfaction of Urban Forester and Town, and in accordance with the following metrics:
 - Garlic mustard – approximately 75%
 - Japanese barberry – approximately 75%
 - Oriental bittersweet – approximately 75%
 - Wintercreeper euonymus – approximately 75%
 - Rose of Sharon – approximately 75%
 - Phragmites – approximately 75%

- Mile-a-minute – approximately 75%
 - Japanese knotweed – approximately 75%
 - Multiflora rose – approximately 75%
 - Wineberry – approximately 75%
 - Invasive tree species under 4 inches in diameter – 75%
- Contractor will be paid according to the following schedule:
 - After September 2023 and 2023 growing season item completion – 20%
 - After November 2023 item completion– 20%
 - After June 2024 item completion – 20%
 - After July 2024 item completion – 20%
 - After September 2024 and 2024 growing season item completion – 20%
 - No payment will be made unless duly authorized by the Town’s authorized representative and accompanied by proper documentation.
 - Payment will be made pursuant to the Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq.
 - The successful bidder shall comply with the Town’s standard payment procedures. Checks are processed by the Town of Secaucus’ Finance Department on or about the 30th day of every month, following a public council meeting. The Contractor shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered in advance of said date. The Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment. The Contractor shall make every effort to submit such on a monthly basis for services rendered to the Town in the preceding thirty (30) days, but no later than sixty (60) days after any service is rendered to the Town.
 - The Town shall not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Town will proceed with processing payment after the corrected invoice is received, within the structure described above.
 - If the successful bidder fails to perform or provide said services in accordance with the Bid Documents, the Town may deduct or retain from monies due or which may become due to the successful bidder or its assignee, such sum sufficient to pay the

difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.

- Public funds may be used to pay only for goods delivered or services rendered. The Town shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Town to pay additional fees.
- The Town is tax exempt, therefore, no taxes shall be included on requests for payment.

4.25 AFFIRMATIVE ACTION REQUIREMENTS

The successful bidder agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful bidder will submit (1) evidence that the bidder is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4 or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants

will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents: (i) Letter of Federal Affirmative Action Plan Approval; (ii) Certificate of Employee Information Report; or (iii) Employee Information Report Form AA302.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance may be

requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

4.26 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful bidder agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (“Act”). The bidder agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the “Act”) (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Town pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Town, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Town or any of its agents, servants and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Town pursuant to this paragraph.

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

4.27 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Respondent shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The Respondent shall submit a copy of its business registration certificate with its Proposal. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration Law go to: <http://www.state.nj.us/njbusiness/registration>.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.).

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of twenty-five dollars (\$25.00) for each day of violation, not to exceed fifty thousand dollars (\$50,000.00) for each business registration copy not properly provided under a contract with a contracting agency.

4.28 OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work of the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

4.29 PREVAILING WAGE ACT AND PRICES PROPOSED

The undersigned hereby agrees to provide complete performance in accordance with the Proposal Documents and Bidder's for the prices listed and representations related to this Proposal Form. Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act N.J.S.A. 34:11-56.25 et seq., and the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48. The bidder represents that it has read and understands the Proposal Documents in total and that it has duly considered all information contained therein in the course of submitting its bid. Moreover, submission of this proposal serves as the bidder's representation that if awarded the contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Proposal Documents or lack of information concerning same.

5.0 BID DOCUMENT SUBMISSION CHECKLIST
SCHMIDT'S WOODS INVASIVE SPECIES MANAGEMENT

A. Failure to submit the following documents with this Bid submission is a **MANDATORY** cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
	A bid guarantee as required by N.J.S.A. 40A:11-21 (with Power of Attorney for full amount of Bid Bond)	
	Consent of surety for performance bond, pursuant to N.J.S.A. 40A:11-22 (with Power of Attorney for full amount of Bid Price)	
X	A statement of corporate ownership, pursuant to N.J.S. A.52:25-24.2	
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	Combined Disclosure of Investment Activities in Iran and Russia/Belarus	

B. Failure to submit the following documents prior to the award of a contract is a cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.1B.

Owner's Checkmarks		Bidder's Initials
X	Bid Proposal Form	
	Consent of Surety as to a Labor and Material Payment Bond	
	Consent of surety at to maintenance bond as required by N.J.S.A. 40A:11-16.3B	
X	Non-Collusion Affidavit (this form must be notarized)	
X	Experience and Qualifications Questionnaire	
X	Certification of Bidder showing that Bidder owns, leases, or controls any necessary equipment	
X	Business Registration Certificate for Contractor and any subcontractors	
	Specification of Prevailing Wage Rate and Public Works Contractor Registration for contractor and any subcontractors	
X	New Jersey Pesticide Applicator Business License	

X	New Jersey Commercial Pesticide Applicator Certifications for applicable individuals	
X	Acknowledgement of Insurance Requirements	
X	Mandatory Affirmative Action Language (Exhibit A)	
X	Certification of Non-Debarment for New Jersey State and Federal Contracts (Must be submitted prior to award)	

C. List any deviations from the specifications on attached pages. If no deviations or exceptions are applicable, state "No Exceptions".

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements:

Name of Representative: _____

Signature of Representative: _____

Vendor Company Name: _____

Date: _____

6.0 PROPOSAL FORM
SCHMIDT'S WOODS INVASIVE SPECIES MANAGEMENT

To: Town of Secaucus
1203 Paterson Plank Road
Secaucus, NJ 07094
Attention: Qualified Purchasing Agent

Bidder:

The undersigned has reviewed the proposal submitted in response to the Bid for "Schmidt's Woods Invasive Species Management" issued by the Town of Secaucus.

I hereby certify that I have read each and every part of the advertisement, specifications, "Instructions to Bidders" and Bid Form. I understand that failure to comply with any statement part or request of these specifications will be cause for rejection thereof.

I affirm that the content of the bid (which bid is incorporated herein by reference) is accurate, factual, and complete to the best of our knowledge and belief, and that the bid is submitted in good faith upon express understanding that any false statements may result in the disqualification of our bid.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment, and other means as necessary to perform all the work and furnish all the materials in accordance with the specifications. All prices shall include F.O.B. Destination.

The following bid is being submitted for a one and one-half (1.5) year contract.

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in Words: _____

Amount in Numbers: \$ _____

Entity Name: _____

Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Signature of Professional

Title

Printed Name

Date

Town of Secaucus

TOWN OF SECAUCUS
MAYOR AND COUNCIL
ANNUAL NOTICE OF REGULAR MEETINGS

In accordance with the provisions of Chapter 231, Public Laws 1975, Annual Notice of the schedule of the Regular Meetings of the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey for the year 2023 is hereby given.

The location of said regular meetings is Council Chamber I, first floor of the Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey and the dates and times are as follows:

<u>Date</u>	<u>Day</u>	<u>Time</u>
January 3, 2023	Tuesday	7:00 PM
January 24, 2023	Tuesday	7:00 PM
February 14, 2023	Tuesday	7:00 PM
February 28, 2023	Tuesday	7:00 PM
March 14, 2023	Tuesday	7:00 PM
March 28, 2023	Tuesday	7:00 PM
April 11, 2023	Tuesday	7:00 PM
April 25, 2023	Tuesday	7:00 PM
May 9, 2023	Tuesday	7:00 PM
May 23, 2023	Tuesday	7:00 PM
June 27, 2023	Tuesday	7:00 PM
July 25, 2023	Tuesday	7:00 PM
August 22, 2023	Tuesday	7:00 PM
September 12, 2023	Tuesday	7:00 PM
September 26, 2023	Tuesday	7:00 PM
October 11, 2023	Wednesday	7:00 PM
October 24, 2023	Tuesday	7:00 PM
November 14, 2023	Tuesday	7:00 PM
November 28, 2023	Tuesday	7:00 PM
December 12, 2023	Tuesday	7:00 PM

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+		+			

or

Employer identification number								
		+						

List account number(s) here (optional)

Part II

For U.S. Payees Exempt from Backup Withholding (See the Instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515. Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to back up withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willingly falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal Law, the requester may be subject to civil and criminal penalties.

[Home](#) / Business Registration Certificate

Business Registration Certificate

A Business Registration Certificate serves two purposes:


- **For public contracting, as proof of valid business registration with the New Jersey Division of Revenue.** All contractors and subcontractors must provide this documentation when seeking to do business with the State of New Jersey, and other public agencies in this state. Proof of registration is also required for licensure with the Casino Control Commission.
- **To comply with Chapter 85, P.L. 2006, defined under N.J.S.A. 54A:7-1.2.** You must use the Business Registration Certificate if you are an unincorporated construction contractor performing work in NJ or you are a registered unincorporated contractor requesting proof of certification.

If you are a registered vendor but have not received the Business Registration Certificate in the mail, you may [obtain a certificate online](#). Please note that this certificate is not required for all businesses in New Jersey. It is required only for those doing business with the public sector and with the casino service industry.

You may check the [online registration inquiry](#) to determine if the business is already registered. If you have not registered but are required to have this certificate, you will need to complete Form NJ-REG. Representatives of the Division's Client Registration activity are available to assist in the registration process. Call [609.292.9292](tel:609.292.9292).

Filing Form NJ-REG



You may submit Form NJ-REG online, but please review the following before doing so:

- Any domestic or foreign **corporation, limited partnership, limited liability company or limited liability partnership** that is contracting with public agencies in New Jersey and/or that has tax nexus in New Jersey must obtain legal authority to operate in this State **prior to submitting Form NJ-REG**. Generally, this is accomplished by filing a Certificate of Incorporation or Formation with the Division. You may wish to visit the [getting registered](#) page for more information on this topic.
- **Individuals or Unincorporated Construction Contractors** with no business tax or employer obligations may register using [Form Reg-A](#)  instead of Form NJ-REG in order to obtain the Business Registration Certificate. Individuals who have created and are operating as a business entity (e.g. LLC) may not use Form REG-A.
- **Non-profit organizations** may be required to register for tax purposes, but are not subject to the proof of registration requirement when contracting with public agencies in this state.

[Access Form NJ-REG online](#)

Public Contracts

When seeking a public contract, an affirmative action report (Form AA-302) will also be required. The Certificate of Registration may not be used as evidence of compliance with the affirmative action requirements and submitted in lieu of Form AA-302. Both forms will be required. The Division of Purchase and Property's, Contract Compliance and Audit Unit provides guidelines for businesses awarded public contracts. The Form AA-302 may be electronically submitted via online submission or manually at In addition, answers to [frequently asked questions](#) are provided by the Division of Local Government Services. While designed for local government contracting, the FAQ page contains guidance that it is applicable to most New Jersey government procurement activities.

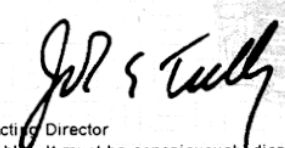
- [Instructions for Contracting with Local Government, Colleges and Universities, County Colleges and Boards of Education](#) 
- [Guidelines and Regulations for Awarded Public Contracts](#)
- Affirmative Action Employee Information Report ([Form AA-302](#) )
- [NJ Local Agency Procurement Laws](#)

All businesses **MUST** provide a copy of their Business Registration Certificate (BRC) for their registration to be complete. Below are samples of a BRC Certificate. The Taxpayer Name on the BRC must be the same as the name on the Vendor Registration and the W9 form.

Non-profit Organizations must provide proof of 501(c)(3) exemption instead of the BRC.

Online BRC Look-up: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Information on BRC Requirements: <http://www.state.nj.us/treasury/revenue/busregcert.shtml>

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:

20041014112823533



Town of Secaucus

Purchasing Department

Christine Smith, QPA, RPPS
Purchasing Agent
1203 Paterson Plank Road
Secaucus, NJ 07094
P: 201.330.2026
F: 201.271.3615
CSmith@Secaucus.net

EQUAL EMPLOYMENT OPPORTUNITY **COMPLIANCE**

New Jersey State law requires that the below Affirmative Action and Equal Employment Opportunity documentation shall be provided by any vendor that wishes to do business with the Town of Secaucus. These forms must be on file with this office, available to the State upon their request.

1. **Mandatory Equal Employment Opportunity Language**. Please review carefully, and return a copy signed by the highest official in your company, acknowledging agreement.
2. **Certificate of Employee Information Report**. This certificate is issued by:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit EEO Monitoring Program.**

***IMPORTANT - If you do not have a Certificate:** Complete the enclosed 302 Form and forward it to the State, per the instructions at the top of the page, with your application fee. Please provide the Town proof that you have applied to the State of New Jersey, and your certificate once it is received.

❖ Do not send any payments to the Town – We do not supply the CEIR

Submissions shall be forwarded to the Purchasing Office via fax, email, or mailing address as listed above. Please contact this office with any questions.

Forms, additional instructions, and information can also be found at:
https://www.nj.gov/treasury/contract_compliance/

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

EXHIBIT A
(CONTINUED)

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Name: _____ Date: _____

Print Name: _____ Title: _____

Signature: _____

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	IN AUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

Sample Certificate of Employee Information Report

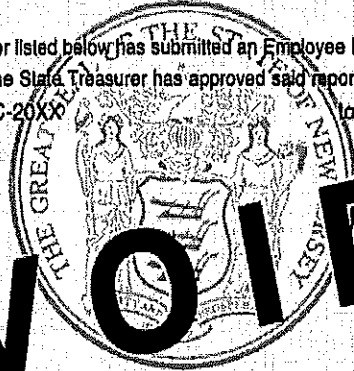
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625



VOID



State Treasurer

Town of Secaucus

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Pursuant to the N.J.S.A. 40A:11-23(c) & (d), the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received

☐

No addenda were received

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder:

Bidder's Signature:

Printed Name & Title:

Date:

Americans with Disabilities Act of 1990

Equal Opportunity for Individuals with Disability

The contractor and the Town of Secaucus (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company: _____ Name of Official: _____

Signature: _____ Title: _____

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Town of Secaucus

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

☐

Check here if documentation is attached.

The bidder maintains a stock of replacement parts for each item included in this equipment and shall be in a position to replace such part or parts as may be required for a period consistent with the life of the equipment.

Name of Bidder: _____

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Town of Secaucus

Experience & Qualificaitons Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: _____. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Attach Additional Pages as Necessary

Town of Secaucus

Experience & Qualificaitons Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Bidder Information

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Town of Secaucus

New Jersey Debarred List Affidavit

State of New Jersey
County of _____

I _____, residing in _____ in the county of _____
(name of affiant) (name of municipality)
_____, State of _____, of full age, being duly sworn
according to law on my oath depose and say that:

I am _____ of the firm _____, the
(title or position)
bidder making this proposal for the bid entitled _____,

and that I executed said proposal with full authority to do so, that said bidder at the time of making
this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and
Disqualified Bidders; and that all statement contained in said bid and in the affidavit are true and
correct, and make with the full knowledge that the _____ as the Owner
(name of contracting unit)

relies upon the truth of the statements contained in said bid and in the statement contained in this
affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the
State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and
during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately
notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment,
suspension, and/or disqualification in contracting with the State of New Jersey, if the Contractor,
pursuant to N.J.A.C. 12:60-7.1 et seq., commits any of the acts listed therein, and as determined
according to applicable law and regulation.

Subscribed and sworn to before me this _____
day of _____, 20____

Notary Public of _____

My commission expires _____

(name, telephone no., fax no.,
and address of contractor)

(name and title of affiant)

****This form MUST be completed, notarized, and submitted with the bid document****

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐Sole Proprietorship (skip Parts III and IV) ☐Non-Profit Corporation (skip Parts III and IV)
- ☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC) ☐Partnership
- ☐Limited Partnership ☐Limited Liability Partnership (LLP)
- ☐Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Town of Secaucus is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Town of Secaucus to notify the Town in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Town, permitting the Town to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **Town of Secaucus** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **Town of Secaucus** to notify the **Town** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Town**, permitting the **Town** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Town of Secaucus is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Town of Secaucus to notify the Town in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Town, permitting the Town to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

TOWN OF SECAUCUS
INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town of Secaucus' Office of the Town Clerk upon award of contract by the Mayor and Council. The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the Town. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work. The minimum amount of insurance to be carried by the Entity/Contractor shall be as follows:

1. Workers' Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. Employers' Liability limits of Liability shall not be less than the following:

\$1,000,000 Each Accident
\$1,000,000 Disease, Each Employee
\$1,000,000 Disease, Policy Limit

2. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of Liability shall not be less than the following:

\$2,000,000 General Aggregate per location/per job
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury Limit
\$1,000,000 Each Occurrence

3. Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
4. Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employers' Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein.

Project Cost

\$50,000 and Below
Over \$50,000 to \$500,000
Over \$500,000 to \$1,000,000
Over \$1,000,000

Umbrella Limit

\$1,000,000
\$3,000,000
\$5,000,000
\$10,000,000

Additional Requirements as follows:

1. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Town of Secaucus shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Town of Secaucus by the Consultant's Insurer. These must be received 30 days prior to commencement of work.
2. All insurance purchased and maintained by the Contractor shall designate the Town of Secaucus, their officers, officials, agents, employees and consultants as additional insureds.
3. The Contractor agrees that it will defend, indemnify and save harmless the Town of Secaucus, its officers, agents and employees from all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.

Waiver of Subrogation applies with respects to General Liability, Auto Liability and Excess (Umbrella) Liability.

Acknowledgment of Insurance Requirement:

Signature

Date

Printed Name

Title

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Town** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Town** to notify the **Town** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Town** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials: _____

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Town of Secaucus (Town) is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Town to notify the Town in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Town of Secaucus and that the Town at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title		
Signature			Date	

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

Pursuant to the General Conditions, any bidder intending to subcontract must also complete the Subcontractor Utilization Form (Form). Bidders are instructed to list *all* proposed subcontractors on the *Form*. A bidder intending to subcontract must include a completed and signed *Form* or be subject to rejection of its proposal as non-responsive.

All bidders must complete the Notice of Intent to Subcontract form. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

REQUIRED SUBMISSION

NOTICE OF INTENT TO SUBCONTRACT FORM

This NOTICE OF INTENT TO SUBCONTRACT FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

Solicitation Number: _____ Solicitation Title: _____

Bidder's Name: _____

Bidder's Address: _____

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION FORM*** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the contract to engage subcontractors to provide certain goods and/or services, pursuant to the General Conditions of this bid, I will submit the ***Subcontractor Utilization Form (Form)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Form*** documentation of such efforts in accordance with NJAC 17:13-4.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

SUBCONTRACTOR UTILIZATION FORM*

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary

BID SOLICITATION #:	_____
BID SOLICITATION TITLE:	_____

VENDOR'S NAME:	_____
ADDRESS:	_____
PHONE NUMBER:	_____
EMAIL:	_____

SUBCONTRACTOR'S NAME: _____	
ADDRESS: _____	
PHONE NUMBER: _____	FEIN: _____
EMAIL: _____	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____	
DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
YES NO	
IF YES, SMALL BUSINESS CATEGORY:	
I II III IV V VI	

SUBCONTRACTOR'S NAME: _____	
ADDRESS: _____	
PHONE NUMBER: _____	FEIN: _____
EMAIL: _____	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____	
DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
YES NO	
IF YES, SMALL BUSINESS CATEGORY:	
I II III IV V VI	

SUBCONTRACTOR'S NAME: _____	
ADDRESS: _____	
PHONE NUMBER: _____	FEIN: _____
EMAIL: _____	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____	
DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
YES NO	
IF YES, SMALL BUSINESS CATEGORY:	
I II III IV V VI	

* If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.

Invasive Species Coordinates

June 2023

Paul Cowie + Associates, 11 N. Beverwyck Road, Lake Hiawatha, NJ 07034, 973-276-0599, pcowie@paulcowieandassociates.com

Species	Notes	X coordinate	Y coordinate
Common greenbrier	Cut greenbrier off of young sweetgum.	40.80102799	-74.05110518
Phragmites	Low density.	40.800242403	-74.050873182
Multiflora rose	Prevalent along edge.	40.799954617	-74.050753143
Multiflora rose		40.800385560	-74.050994998
Multiflora rose		40.800493663	-74.051407519
Multiflora rose		40.800493438	-74.051487007
Phragmites		40.800453601	-74.051634012
Multiflora rose		40.800436157	-74.051623935
Multiflora rose		40.800505860	-74.051657638
Phragmites		40.800667027	-74.051750672
Multiflora rose		40.800841712	-74.051485168
Multiflora rose		40.800888678	-74.051375691
Multiflora rose		40.801140409	-74.050960650
Japanese knotweed		40.801203922	-74.050867058
Multiflora rose		40.800063057	-74.050652335
Japanese knotweed		40.799832117	-74.050807768
Multiflora rose		40.799567851	-74.051258316
Phragmites		40.799759829	-74.051512858
Multiflora rose		40.799791407	-74.051502725
Japanese knotweed		40.800093840	-74.051453942
Japanese knotweed		40.800162327	-74.051427278
Multiflora rose		40.799978709	-74.050926993
Multiflora rose		40.799876277	-74.050844923
Multiflora rose		40.799164697	-74.051720288
Garlic mustard		40.799229969	-74.051637095
Multiflora rose		40.799305816	-74.051559039
Multiflora rose		40.799357802	-74.051612355
Tree-of-heaven		40.799405249	-74.051733431
Multiflora rose		40.799402672	-74.051742350
Multiflora rose		40.799423585	-74.051695180
Multiflora rose		40.799463196	-74.051589379
Japanese barberry		40.799525088	-74.051563229
Multiflora rose		40.799602075	-74.051606502
White mulberry		40.799605827	-74.051577537
White mulberry		40.799641278	-74.051593272
White mulberry		40.799652003	-74.051676470
Multiflora rose		40.799671297	-74.051650684
Tree-of-heaven	Tree-of-heaven is young.	40.798627079	-74.050625246
Rose of Sharon		40.798651673	-74.050890587
Rose of Sharon		40.798689659	-74.050910006
Multiflora rose		40.798717596	-74.050856279
Wintercreeper euonymus		40.798722092	-74.050885881
Wintercreeper euonymus		40.798857128	-74.050979707
Phragmites		40.799024194	-74.051271940
Black locust	Black locust is young.	40.799029560	-74.051318353
Phragmites		40.799101264	-74.051250622
Phragmites		40.799141443	-74.051377875
Phragmites		40.799142153	-74.051449307

Species	Notes	X coordinate	Y coordinate
Garlic mustard		40.799194168	-74.051575332
White mulberry		40.799180087	-74.051585887
Black locust		40.799134085	-74.051669535
Wineberry		40.799112725	-74.051714623
Multiflora rose		40.799077397	-74.051680868
Rose of Sharon		40.799233655	-74.051333510
Japanese knotweed		40.799258092	-74.051303145
Multiflora rose		40.799269792	-74.051329680
Japanese knotweed		40.799295334	-74.051292123
Multiflora rose		40.799267155	-74.051256814
Mile-a-minute		40.799217285	-74.050247907
Mile-a-minute		40.799297506	-74.050517368
Multiflora rose		40.799308414	-74.050560978
Mile-a-minute		40.799325718	-74.050617944
Rose of Sharon		40.799537352	-74.051140213
Wineberry		40.799504957	-74.051197410
Wineberry		40.799446503	-74.051243792
White mulberry		40.799418603	-74.051261483
Multiflora rose		40.800140858	-74.050006157
Rose of Sharon		40.800110174	-74.050088460
Multiflora rose		40.800067071	-74.050220322
Multiflora rose		40.800007555	-74.050196356
Multiflora rose		40.800008823	-74.050289288
Multiflora rose		40.800030411	-74.050366593
Multiflora rose		40.800021906	-74.050443919
Multiflora rose		40.800006892	-74.050518610
Multiflora rose		40.799981613	-74.050583615
Multiflora rose	Young native saplings found in general area.	40.799863276	-74.050314018
Multiflora rose		40.799811301	-74.050319242
Multiflora rose		40.799809699	-74.050256841
Multiflora rose		40.799838036	-74.050187675
Wineberry	Wineberry is young.	40.799909178	-74.049900776
Multiflora rose		40.799782587	-74.049935252
Multiflora rose		40.799719047	-74.050311740
Japanese knotweed		40.799571288	-74.049886730
Wineberry		40.799436882	-74.049917045
Japanese knotweed		40.799354442	-74.049957711
White mulberry		40.799372716	-74.049963619
Japanese knotweed		40.799327324	-74.049981239
Multiflora rose		40.799258359	-74.050062842
Japanese knotweed		40.799243690	-74.050101806
Black locust		40.799249026	-74.050090084
Common greenbrier	Reduce greenbrier so young trees can grow.	40.799247733	-74.050180435
Multiflora rose		40.799441445	-74.050472352
Wineberry		40.799386168	-74.050518337
Multiflora rose		40.799363115	-74.050555110
Multiflora rose		40.799375105	-74.050611156
Japanese knotweed		40.800357545	-74.049814612
Oriental bittersweet		40.800155599	-74.049761838
Multiflora rose		40.800091526	-74.049773825
Black locust		40.800072040	-74.049668265
White mulberry		40.800111826	-74.049660649
Black locust		40.800062228	-74.049687053
White mulberry		40.800030249	-74.049716113

Species	Notes	X coordinate	Y coordinate
Multiflora rose		40.799826030	-74.049682866
Multiflora rose		40.799783394	-74.049681369
Phragmites		40.799662843	-74.049636297
Multiflora rose		40.799607834	-74.049601993
Black locust		40.799606286	-74.049601883
Phragmites		40.799514300	-74.049592667
Phragmites		40.799444111	-74.049686678
Wineberry		40.799455791	-74.049745133
Phragmites		40.799394371	-74.049721958
Japanese knotweed		40.799377165	-74.049744573
Japanese knotweed		40.799334863	-74.049712981
Japanese knotweed		40.799268021	-74.049758488
Japanese knotweed		40.799209514	-74.049801348
Japanese knotweed		40.799145108	-74.049848344
Mile-a-minute		40.799025586	-74.049932586
Mile-a-minute		40.798997722	-74.049985526
Japanese knotweed		40.799026234	-74.050071968
Multiflora rose		40.798976225	-74.050030114
Japanese knotweed		40.798928767	-74.049992875
Phragmites		40.798897459	-74.050028240
Japanese knotweed		40.798890559	-74.050054221
Japanese knotweed		40.798858472	-74.050052784
Japanese knotweed		40.798804828	-74.050102009
Wineberry		40.798738394	-74.050132971
Wintercreeper euonymus		40.798723821	-74.050136519
Garlic mustard		40.798641373	-74.050264278
Japanese knotweed		40.798688383	-74.050382846
White mulberry		40.798765278	-74.050230298
Japanese knotweed		40.798834737	-74.050179142
Black locust		40.798881011	-74.050139031
Japanese knotweed		40.798964458	-74.050237762
Wineberry		40.799105038	-74.050170595
Japanese knotweed		40.799168391	-74.050101575
Japanese knotweed		40.799203875	-74.050037441
Japanese knotweed		40.799265748	-74.049951190
Japanese knotweed		40.799296311	-74.049936676
Japanese knotweed		40.799268426	-74.049906561
Black locust		40.799289886	-74.049904297
Japanese knotweed		40.799346228	-74.049905478
Wineberry		40.799484103	-74.049841834
Phragmites		40.799602441	-74.049742681
Multiflora rose		40.800036724	-74.049793365

May 2023

Approximate Location of Invasive Species to be Targeted

- Black locust, Tree-of-heaven, White mulberry
- Phragmites
- Mile-a-minute
- Common greenbrier
- Japanese knotweed
- Wintercreeper euonymus
- Rose of Sharon
- Oriental bittersweet
- Wineberry
- Multiflora rose
- Japanese barberry
- Garlic mustard
- Exercise Equipment
- Gravel Path

